

Objections and Response to Request No. 231:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 232:

232. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 232:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "had completed." Without waiving said objections, admitted that an LOA could be used for such a purpose. Contacts with Advanced were made before all lines were switched. Further, the LOA had no term commitment and the lines were subject to a superceding LOA from another carrier immediately thereafter.

Request No. 233:

233. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

Objections and Response to Request No. 233:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "had completed." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 234:

234. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

Objections and Response to Request No. 234:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "had completed." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 235:

235. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier the switch to its service was false.

Objections and Response to Request No. 235:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 236:

236. The NOS/ANI employee used misleading statements or practices in its attempt to induce Advanced to sign a NOS/ANI LOA.

Objections and Response to Request No. 236:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies and the LOA had no term commitment.

Request No. 237:

237. Advanced did not authorize NOS/ANI to switch its service provider to NOS/ANI.

Objections and Response to Request No. 237:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “switch its service provider.” Interpretation of the phrase “switch its service provider” calls for a legal conclusion. Without waiving said objections, denied; LOA and addendum were executed on April 22, 2002.

Request No. 238:

238. If NOS/ANI obtained Advanced’s authorization to switch its carrier to NOS/ANI by convincing Advanced to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 238:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “switch its service provider.” Interpretation of the phrase “switch its service provider” calls for a legal conclusion.

Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 239:

239. Advanced did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 239:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

All-Tek Transportation

Request No. 240:

240. Immediately prior to April 1, 2002, All-Tek Transportation (“All-Tek”) was a customer of NOS/ANI (d/b/a CierraCom Systems).

Objections and Response to Request No. 240:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 241:

241. On or about April 1, 2002, All-Tek’s telephone number was 724/872-6709.

Objections and Response to Request No. 241:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 242:

242. On or about April 1, 2002, All-Tek was located at Route 70 (Smithton Road), Smithton, PA 15479.

Objections and Response to Request No. 242:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced address was associated with the referenced account.

Request No. 243:

243. On or about April 1, 2002, All-Tek switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI.

Objections and Response to Request No. 243:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records reflect that notice was received that some lines of the above-referenced were switched at or about April 1, 2002, but other lines remained with the Companies.

Request No. 244:

244. After All-Tek had switched its service provider from NOS/ANI, a NOS/ANI employee contacted All-Tek for the purpose of inducing All-Tek to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 244:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. A Winback I call was made that included truthfully informing the customer that some service still remained with the Companies.

Request No. 245:

245. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 245:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 246:

246. If the NOS/ANI employee convinced All-Tek to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch All-Tek's service provider back to NOS/ANI.

Objections and Response to Request No. 246:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted an LOA was executed.

Request No. 247:

247. After All-Tek had switched its service provider from NOS/ANI, a NOS/ANI employee contacted All-Tek and represented that All-Tek's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from All-Tek.

Objections and Response to Request No. 247:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The contact was not made after all lines were switched to another carrier.

Request No. 248:

248. The NOS/ANI employee's statement that All-Tek's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from All-Tek was false.

Objections and Response to Request No. 248:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The statement was true.

Request No. 249:

249. At the time of the statement, the NOS/ANI employee knew that its statement that All-Tek's new carrier switch was incomplete and NOS/ANI was still showing call traffic from All-Tek was false.

Objections and Response to Request No. 249:

The Companies hereby incorporate their General Objections to the extent applicable

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 250:

250. NOS/ANI Management knew that, at the time of the statement, the statement that All-Tek's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from All-Tek was false.

Objections and Response to Request No. 250:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 251:

251. After All-Tek had switched its service provider from NOS/ANI, a NOS/ANI employee contacted All-Tek and represented that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 251:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The contact was made while All-Tek still had lines with the Companies.

Request No. 252:

252. The NOS/ANI employee's statement that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 252:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 253:

253. At the time of the statement, the NOS/ANI employee knew that its statement that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 253:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 254:

254. NOS/ANI Management knew that, at the time of the statement, the statement that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false

Objections and Response to Request No. 254:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 255:

255. On or about April 3, 2002, All-Tek signed a NOS/ANI LOA after the contact from NOS/ANI.

Objections and Response to Request No. 255:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted. An LOA was executed on April 1, 2002.

Request No. 256:

256. On or about April 3, 2002, NOS/ANI submitted a change request to switch All-Tek's service back to NOS/ANI.

Objections and Response to Request No. 256:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted a change request was made consistent with the executed LOA.

Request No. 257:

257. The NOS/ANI employee used misleading statements or practices in its attempt to induce All-Tek to sign a NOS/ANI LOA.

Objections and Response to Request No. 257:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 258:

258. Al-Tek did not authorize NOS/ANI to switch its service provider to NOS/ANI.

Objections and Response to Request No. 258:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. An LOA was executed on April 1, 2002.

Request No. 259:

259. If NOS/ANI obtained All-Tek's authorization to switch its carrier to NOS/ANI by convincing All-Tek to execute a NOS/ANI LOA, NOS/ANI did so through misleading statements or practices.

Objections and Response to Request No. 259:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied. Some service remained with the Companies at the time the discussion occurred.

Request No. 260:

260. All-Tek did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 260:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "expressly, knowingly or willingly authorize." Interpretation of the phrase "expressly, knowingly or willingly authorize" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 261:

261. On or about April 17, 2002, All-Tek again switched its service from NOS/ANI and added a PIC Freeze to its account.

Objections and Response to Request No. 261:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies received disconnect status on lines sometime between April 12, 2002 and April 25, 2002 and that the toll-free line stopped trafficking with the Companies on April 25, 2002. Further, admit that these facts demonstrate that the statements about the temporary nature of the LOA were truthful.

Appeal Insurance Company

Request No. 262:

262. Immediately prior to December 3, 2001, Appeal Insurance Company ("Appeal") was a customer of NOS/ANI (d/b/a CierraCom Systems).

Objections and Response to Request No. 262:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 263:

263. On or about December 3, 2001, Appeal's telephone number was 770/416-0975.

Objections and Response to Request No. 263:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced number was associated with the referenced account.

Request No. 264:

264. On or about December 3, 2001, Appeal was located at 5548 Naylor Court, Norcross, Georgia 30092.

Objections and Response to Request No. 264:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced address was associated with the referenced account.

Request No. 265:

265. On or about December 3, 2001, Appeal switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI.

Objections and Response to Request No. 265:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies records do not reflect this fact.

Request No. 266:

266. During the period December 3, 2001 to April 9, 2002, NOS/ANI employees contacted Appeal several times for the purpose of inducing Appeal to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 266:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that a Winback I call was made that included informing the customer that lines remained with the Companies.

Request No. 267:

267. During the contacts, the NOS/ANI employees utilized the Winback Script.

Objections and Response to Request No. 267:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 268:

268. If the NOS/ANI employee convinced Appeal to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Appeal's service provider back to NOS/ANI.

Objections and Response to Request No. 268:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was used for its intended purpose, to switch service providers.

Request No. 269:

269. On February 28, 2002, NOS/ANI submitted and caused to be executed an unauthorized preferred carrier change order for both InterLATA and IntraLATA Services for telephone number 770/797-9142, a new line established by Appeal on January 7, 2002.

Objections and Response to Request No. 269:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect this fact.

Request No. 270:

270. Appeal did not authorize NOS/ANI to switch Appeal's service provider for telephone number 770/797-9142 to NOS/ANI.

Objections and Response to Request No. 270:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 271:

271. In March 2002, Lesley Dicus was an employee of NOS/ANI.

Objections and Response to Request No. 271:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 272:

272. Attachment R is a true and accurate copy of a NOS/ANI LOA dated March 7, 2002, signed by Jack Kill of Appeal and addressed to Ms. Dicus and sent to her with a letter, stating "I am writing this letter & signing the Letter of Authorization because I have been told these numbers will be shut off today."

Objections and Response to Request No. 272:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect this fact.

Request No. 273:

273. On March 7, 2002, a NOS/ANI employee represented to Mr. Kill that Appeal's telephone service would be shut off that day if the company failed to sign a NOS/ANI LOA.

Objections and Response to Request No. 273:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it was represented that service left behind with the Companies could have been interrupted.

Request No. 274:

274. The NOS/ANI employee's statement that Appeal's telephone service would be shut off on March 7, 2002, if the company failed to sign a NOS/ANI LOA was false.

Objections and Response to Request No. 274:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Admitted that lines left behind with Companies could have been shut down and that that representation was authorized to be made

Request No. 275:

275. At the time of the statement, the NOS/ANI employee knew that its statement that Appeal's telephone service would be shut off on March 7, 2002, if the company failed to sign a NOS/ANI LOA was false.

Objections and Response to Request No. 275:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 276:

276. NOS/ANI Management knew that, at the time of the statement, the statement that Appeal’s telephone service would be shut off on March 7, 2002, if the company failed to sign a NOS/ANI LOA was false.

Objections and Response to Request No. 276:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 277:

277. On March 7, 2002, a NOS/ANI employee represented to Appeal that the NOS/ANI LOA would be a temporary authorization, effective only until Appeal’s chosen carrier had switched the service.

Objections and Response to Request No. 277:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 278:

278. The NOS/ANI employee’s statement that the NOS/ANI LOA would be a temporary authorization, effective only until Appeal’s chosen carrier had switched the service was false.

Objections and Response to Request No. 278:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 279:

279. At the time of the statement, the NOS/ANI employee knew that its statement that the NOS/ANI LOA would be a temporary authorization, effective only until the Appeal’s chosen carrier had switched the service was false.

Objections and Response to Request No. 279:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 280:

280. NOS/ANI Management knew that, at the time of the statement, the statement that the NOS/ANI LOA would be a temporary authorization, effective only until the Appeal’s chosen carrier had switched the service, was false.

Objections and Response to Request No. 280:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows.

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 281:

281. On or about March 8, 2002, Appeal unsuccessfully attempted to switch its telephone service from NOS/ANI.

Objections and Response to Request No. 281:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that Companies' records reflect that Appeal switched lines from the Companies to AT&T, but that it took AT&T months to fully implement the switch.

Request No. 282:

282. NOS/ANI used the March 7, 2002, NOS/ANI LOA signed by Mr. Kill to prevent Appeal's preferred carrier from switching Appeal's service.

Objections and Response to Request No. 282:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 283:

283. Appeal did not authorize NOS/ANI to prevent another carrier from switching Appeal's service provider away from NOS/ANI.

Objections and Response to Request No. 283:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted, with the understanding that the Companies are switchless resellers and carrier switches are performed by the LEC. Thus, the Companies have no way to prevent AT&T from switching customers to it.

Request No. 284:

284. The NOS/ANI employee used misleading statements or practices in its attempt to induce Appeal to sign a NOS/ANI LOA.

Objections and Response to Request No. 284:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 285:

285. If NOS/ANI obtained Appeal’s authorization to prevent another carrier from switching Appeal’s service from NOS/ANI by convincing Appeal to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 285:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 286:

286. Appeal did not expressly, knowingly or willingly authorize NOS/ANI to prevent another service provider from switching Appeal’s service away from NOS/ANI.

Objections and Response to Request No. 286:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 287:

287. In April 2002, NOS/ANI had an employee by the name of “Tosher” (phonetic spelling).

Objections and Response to Request No. 287:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it appears from the Companies’ records that someone named “Tosher” telephoned Appeal.

Request No. 288:

288. On April 9, 2002, “Tosher” contacted Appeal and spoke to Felicia Bailey, an Appeal employee.

Objections and Response to Request No. 288:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it appears from the Companies’ records that the parties spoke. The Companies are unable to confirm the date.

Request No. 289:

289. On April 9, 2002, "Tosher" told Ms. Bailey that "Tosher" was not a member of the NOS/ANI sales department but was trying to keep Appeal's service up and running.

Objections and Response to Request No. 289:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "sales department." Without waiving said objections, admitted that "Tosher" represented that she was not in "sales." Sales and Winback are separate departments.

Request No. 290:

290. "Tosher's" statement that she was not a member of the NOS/ANI sales department was false.

Objections and Response to Request No. 290:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 291:

291. At the time of the statement, "Tosher" knew that her statement that she was not a member of the NOS/ANI sales department was false.

Objections and Response to Request No. 291:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 292:

292. NOS/ANI Management knew that, at the time of the statement, the statement that “Tosher” was not a member of the NOS/ANI sales department was false.

Objections and Response to Request No. 292:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 293:

293. On April 9, 2002, “Tosher” told Ms. Bailey that Appeal’s chosen carrier had requested the lines be switched in two days and Appeal’s telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA.

Objections and Response to Request No. 293:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that “Tosher” said that an interruption in service could occur. Such statements were not in the Companies’ approval.

Request No. 294:

294. “Tosher’s” statement that Appeal’s telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA was false.

Objections and Response to Request No. 294:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 295:

295. At the time of the statement, “Tosher” knew that her statement that Appeal’s telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA was false.

Objections and Response to Request No. 295:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 296:

296. NOS/ANI Management knew that, at the time of the statement, the statement that Appeal’s telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA was false.

Objections and Response to Request No. 296:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 297:

297. During the period December 2001 and April 9, 2002, additional NOS/ANI employees contacted Appeal and represented that Appeal’s telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 297:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it was represented that the Companies had a partial line policy pursuant to which lines left behind with the Companies could be cut off.

Request No. 298:

298. Each NOS/ANI employee's statement that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 298:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 299:

299. At the time it made the statement, each NOS/ANI employee knew that its statement that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 299:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.